

**FULL RELEASE OF LIABILITY**

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**SETTLEMENT AGREEMENT**

1. KNOW ALL MEN BY THESE PRESENTS, that Plaintiff, Lisa Salas, as parent and next friend of Orlando Salas, for herself, and on behalf of Orlando Salas, and for the consideration set forth in paragraph 4, does hereby forever release and discharge the Defendants, the Board of County Commissioners of Curry County, as well as Matthew Brigham, Marisa Bee, Terri Rhue, Emanuel Rodriguez, Lucy DeLuna, and any and all employees of Curry County, elected officials, contractors, attorneys, and insurers thereof, specifically including the New Mexico Association of Counties, and its agents, past and present ("Releasees"), from any and all actions, causes of action, claims, demands, damages, expenses, charges or complaints, obligations and liability of any nature or kind whatsoever, including claims for attorney fees and costs, that Plaintiff ever had or may hereafter have, for or on account of, or by reason of any property damage, personal injury, whether physical, psychological or economic, and any property damage, loss, pain, or suffering resulting to Plaintiff Orlando Salas from any injury, casualty, occurrence or accident arising from the incidents occurring at the Curry County Juvenile Detention Center at or when Orlando Salas was detained at that location, and as otherwise alleged in their Complaint and its amendments, and as specifically alleged in the lawsuit captioned: Lisa Salas, as parent and next friend of Orlando Salas v. Board of County Commissioners of Curry County et al., CIV-08-1184 JB/RLP.

2. For herself and on behalf of Orlando Salas, Plaintiff acknowledges that this Full Release of Liability & Settlement Agreement does not constitute an admission of liability by the Defendants regarding the merit or lack of merit of any claims or defenses of the parties. Liability

**EXHIBIT**

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has at all times been denied, and the settlement evidenced by this Full Release of Liability & Settlement Agreement is a compromise to avoid the further expense of litigation and to terminate all controversy and/or claims of whatever nature, known or unknown, and that said settlement is not and cannot be construed as an admission of liability or as evidence of liability, of any nature whatsoever, by Plaintiff. For herself and on behalf of Orlando Salas, Plaintiff expressly represents and declares that, notwithstanding the damages or injuries known at this time or which may be subsequently discovered or any changes in the law or interpretations of the law which may occur, compensation for all unknown damages sustained as a result of the aforesaid incidents are included in the compensation paid for in this Release, including any entitlement to attorneys' fees and costs pursuant to federal or state law and that no further claims, of any kind which had accrued to date, or that may arise in the future based on the same events, can or will be made against any of the Releasees.

3. For herself and on behalf of Orlando Salas, Plaintiff further understands and agrees to indemnify and hold Releasees harmless against loss, including attorneys' fees, from any and every claim or demand of every kind and character, including claims for contribution, subrogation, and/or indemnity which may be asserted by or through Plaintiffs by reason of the matters alleged in this lawsuit. For herself, and on behalf of Orlando Salas, Plaintiff further understands and agrees to indemnify and hold Releasees harmless against any and all damages and claims that Plaintiff Orlando Salas lacked the capacity to enter into this Release or otherwise acted improperly in making this settlement and executing this Release, regardless of whether Releasees may have been negligent or otherwise acted improperly.

Plaintiff understands and agrees for herself and on behalf of Orlando Salas that she alone is responsible for any and all past or outstanding bills or debts of whatever nature arising out of

the incidents or events more particularly described in this Release and that she alone is responsible for the proper disbursement of the funds paid as may be required by applicable law and expressly releases Releasees from any and all obligations in this regard.

4. Plaintiff acknowledges for herself, and on behalf of Orlando Salas, that in consideration for the release of claims set forth herein, Defendants shall pay to Plaintiff and her attorney, Matthew Coyte, the sum of four hundred and fifty thousand dollars (\$450,000.00).

5. For herself, and on behalf of Orlando Salas, Plaintiff accepts payment of the sum specified in Paragraph 4 as a final and binding settlement of matters involving any and all disputed issues and/or claims for damages, equitable relief, costs and attorney's fees arising from incidents which allegedly occurred at the Curry County Juvenile Detention Center at or when Orlando Salas was detained at that location, and as otherwise alleged in their Complaint and its amendments, and as specifically alleged in the lawsuit captioned Lisa Salas, as parent and next friend of Orlando Salas v. Board of County Commissioners of Curry County et al., CIV-08-1184 JB/RLP.

6. Plaintiff agrees, upon approval of this Full Release of Liability & Settlement Agreement, to effectuate the dismissal of the above referenced lawsuit against Defendants with prejudice.

7. Plaintiff acknowledges and agrees for herself, and on behalf of Orlando Salas, that payment as specified in Paragraph 4 will not be disbursed until after this Full Release of Liability & Settlement Agreement is executed and the Unopposed Motion and Order to Dismiss is approved by Plaintiff's attorney.

8. Plaintiff acknowledges and agrees for herself, and on behalf of Orlando Salas, that Releasees have made no representations to them regarding the tax consequences of any amounts

received by them pursuant to this Full Release of Liability & Settlement Agreement. On behalf of herself, and on behalf of Orlando Salas, Plaintiff agrees to indemnify and hold Releasees harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against Releasees for any taxes claimed due on account of this settlement.

9. Plaintiff has been advised of her rights and is aware that she may not be able to seek additional amounts from the Releasees in the future, nor may Orlando Salas, nor his heirs and assigns be able to seek additional amounts from Releasees in the future regarding these claims and that this settlement constitutes a full and complete settlement of any and all claims that Plaintiff or Orlando Salas may have against Releasees as a result of the alleged incidents described in Plaintiffs' Second Amended Complaint and as further and more particularly set forth in this Agreement.

10. Plaintiff declares and represents for herself, and on behalf of Orlando Salas, that no promises or agreements have been made to them that are inconsistent with anything in this Full Release of Liability & Settlement Agreement, that they have reviewed it with their attorneys and agree and acknowledge that she has been or is fully advised of the meaning and consequence of execution of this Full Release of Liability & Settlement Agreement.

11. Plaintiff agrees and acknowledges for herself, and on behalf of Orlando Salas, that she has read and fully understand the terms of this Full Release of Liability & Settlement Agreement and that she freely and voluntarily enters into this Full Release of Liability & Settlement Agreement without undue influence from any person and without relying on any promises or statements not expressly set forth in this Full Release of Liability & Settlement Agreement.

12. Plaintiff agrees and acknowledges for herself, and on behalf of Orlando Salas, that this Full Release of Liability & Settlement Agreement and its terms are contractual and not a mere recital and that this Full Release of Liability & Settlement Agreement shall be final and binding.

13. If any part of this Full Release of Liability & Settlement Agreement is determined to be invalid by a court, the remainder of this Full Release of Liability & Settlement Agreement will remain valid and enforceable. It is Plaintiff's intent to release the Defendants from any liability to the maximum extent permitted by law.

14. Plaintiff agrees and acknowledges for herself, and on behalf of Orlando Salas, that facts may hereafter be discovered which are different from or in addition to those now known or believed to be true about the claims of Plaintiff to which this Full Release of Liability & Settlement Agreement applies. Plaintiff agrees and acknowledges for herself, and on behalf of Orlando Salas, that this Full Release of Liability & Settlement Agreement shall be, and will remain, effective in all respects, notwithstanding the discovery of such different or additional facts.

15. This Full Release of Liability & Settlement Agreement constitutes the entire agreement of the parties.

16. The construction of this Full Release of Liability & Settlement Agreement and the rights and liabilities of Plaintiff and the Defendants shall be governed by the laws of the State of New Mexico.

17. A copy of this Full Release & Confidentiality Agreement shall have the same force and effect as the original.

*Lisa Salas*  
LISA SALAS  
as parent and next friend of Orlando Salas

STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF BERNALILLO )

The foregoing Full Release of Liability & Settlement Agreement was subscribed, sworn to and acknowledged before me this 21<sup>st</sup> day of December, 2010, by Lisa Salas, as parent and next friend of Orlando Salas.

*John C. Allen*  
NOTARY PUBLIC

My Commission Expires:

12/19/2012



The official seal of the State of New Mexico, featuring a central shield with a sun, a mountain, and a river, surrounded by a circular border with the text "SEAL OF THE STATE OF NEW MEXICO" and the date "1912".

Mr. (or behalf of)  
ORLANDO SALAS

STATE OF NEW MEXICO )  
 )ss.  
COUNTY OF BERNALILLO )

The foregoing Full Release of Liability & Settlement Agreement was subscribed, sworn to and acknowledged before me this 21<sup>st</sup> day of December, 2010, by Orlando Salas. *Matthew Lantz on Behalf of*

*All Case*  
NOTARY PUBLIC

My Commission Expires:

12|19|2012



The official seal of the State of New Mexico, featuring a central shield with a sun, a mountain, and a river, surrounded by a circular border with the state's name and the year 1850.